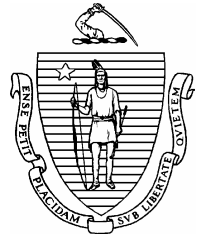


# Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss

COMMISSION ADJUDICATORY  
DOCKET NO. 05-0007

IN THE MATTER  
OF  
JOHN R. LLEWELLYN

## DISPOSITION AGREEMENT

This Disposition Agreement is entered into between the State Ethics Commission and John R. Llewellyn pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in Superior Court, pursuant to G.L. c. 268B, §4(j).

On June 22, 2005, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Llewellyn. The Commission concluded its inquiry and, on September 21, 2005, found reasonable cause to believe that Llewellyn violated G.L. c. 268A, §20.

The Commission and Llewellyn now agree to the following findings of fact and conclusions of law:

### **-Findings of Fact-**

1. Llewellyn has been a police officer with the Rockland Police Department (RPD) since 1988. The RPD promoted Llewellyn to patrol sergeant in 1997.
2. In 1999, Llewellyn was elected to the Board of Selectmen. Llewellyn served two terms as a selectman for a total of six years. He left the Board in April, 2005.
3. Section 20 of the conflict of interest statute, G.L. c. 268A, generally prohibits a municipal employee, such as a selectman, from having a financial interest in a contract with the same municipality. Llewellyn relied on the selectmen's exemption to §20 to continue to hold his paid patrol sergeant position in the RPD while he served as a selectman. The selectman's exemption, however, prohibits a selectman from being appointed to any additional municipal position while he is a selectman or for six months thereafter.
4. On or about September 24, 2004, Llewellyn contacted the State Ethics Commission and asked whether, as a selectman, he was eligible for promotion to deputy chief in the RPD.
5. The Commission advised Llewellyn that the § 20 selectman's exemption made him ineligible for an additional position, such as deputy chief, while he was a selectman or for six months thereafter.
6. Llewellyn understood that § 20 did not permit him to accept an additional position.]

7. In late December, 2004, the RPD chief offered Llewellyn the deputy chief position.

8. Llewellyn accepted the offer in late December, 2004. The promotion went into effect January, 2005.<sup>1</sup>

9. After accepting the position, Llewellyn sought to resign from the Board of Selectmen. After learning of the costs involved for holding a special election to fill a selectman vacancy, Llewellyn decided to stay on the Board until April, 2005, when the next election was scheduled to occur.

10. Llewellyn left the Board shortly before the April, 2005 election.

### **-Conclusions of Law-**

11. Section 20 of G.L. c. 268A prohibits a municipal employee from having a financial interest, directly or indirectly, in a contract made by a municipal agency of the same city or town, in which the same city or town is an interested party of which financial interest the employee has knowledge or reason to know, unless an exemption applies. The selectmen's exemption to §20, in relevant part, provides the following: "This section shall not prohibit an employee or an official of a town from holding the position of selectman in such town nor in any way prohibit such an employee from performing the duties of or receiving the compensation provided for such office; provided, however, that such selectman shall not, except as hereinafter provided, receive compensation for more than one office or position held in a town, but shall have the right to choose which compensation he shall receive; provided, further, that no such selectman may vote or any on any matter which is within the purview of the agency by which he is employed or over which he has official responsibility; and, provided further, that no such selectman shall be eligible for appointment to any such additional position while he is still a member of the board of selectmen or for six months thereafter."

12. As a patrol sergeant and as a selectman, Llewellyn was at all relevant times a municipal employee as that term is defined in G.L. c. 268A, §1.

13. Section 20 prohibited Llewellyn, as a Rockland selectman, from having a financial interest in his RPD patrol sergeant contract unless he complied with the selectman's exemption.

14. The selectman's exemption to §20 permits a municipal employee to keep his original, paid, position with the town. Additionally, the selectman's exemption permits a municipal employee to be reappointed to that *same* municipal position.

15. Thus, Llewellyn could keep his original RPD patrol sergeant's position while serving as a selectman. Additionally, he could be reappointed to that same position while he serving as selectman.

16. The selectman's exemption, however, prohibits a municipal employee who is elected to the Board of Selectmen from being eligible for appointment or re-appointment to a *new* position while he serves on the Board of Selectmen or for six months thereafter. The deputy chief position was such a new position.

17. Therefore, Llewellyn violated § 20 by accepting a promotion to deputy chief while he was still a selectman.

**-Resolution-**

In view of the foregoing violation of G.L. c. 268A by Llewellyn, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Llewellyn:

- (1) that Llewellyn pay to the Commission the sum of \$2,000.00 as a civil penalty for violating G.L. c. 268A, §20;
- (2) that Llewellyn resign his position as deputy chief in the Rockland Police Department within 30 days of the time this Disposition Agreement is executed by the Commission through its Executive Director<sup>2</sup>;
- (3) that Llewellyn waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: December 19, 2005

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<sup>1</sup> By accepting the promotion to deputy chief, the Commission recognizes that Llewellyn may earn less money. He received, however, significant benefits by accepting the promotion, including being assigned to work regular, day shift hours, as well as being in a better position to eventually become chief.

<sup>2</sup> Llewellyn will be eligible for reappointment to the deputy chief position six months from the date he left the Board of Selectmen.